

Alfred E.A. Harley

St. Maarten Service Provider

alfredharley@gmail.com, cell: +721-553-0581, Fort Willem #26, St. Maarten

This Consulting Agreement, dated effective January 20, 2015 (this "Agreement"), is made and entered into by and among NVGEBE, (the "Company") and St. Maarten Service Provider, (the "Consultant").

ARTICLE 1 SCOPE OF WORK

1.1 Services. The Company has engaged Consultant to provide services in connection with the Company's Public Relations and Media Information Management program. Consultant will Advise on Media related issues, provide public relations services, including and not limited to writing press releases, writing speeches, preparing documents for publication for the company or distribution to its owners, customers, clients and vendors, full journalism service and full media coverage where necessary or required by the company. and such other services as described in Exhibit A (collectively, the "consulting services").

1.2 Time and Availability. Consultant will devote no more than 140 hours per month in performing the services for the Company as stated herein, and understands that the company will not require fixed amount of hours or set times for work to be performed. Consultant shall have discretion in selecting the dates and times it performs such consulting services throughout the month giving due regard to the needs of the Company's business. If the Company deems it necessary for the Consultant to provide more than 140 hours in any month, Consultant is not obligated to undertake such work until the Consultant and Company have agreed on a rate of compensation.

1.3 Confidentiality. In order for Consultant to perform the consulting services, it may be necessary for the Company to provide Consultant with Confidential Information (as defined below) regarding the Company's business and products. The Company will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of the Company.

1.4 Standard of Conduct. In rendering consulting services under this Agreement, Consultant shall conform to high professional standards of work and business ethics. Consultant shall not use time, materials, or equipment of the Company without the prior written consent of the Company. In no event shall Consultant take any action or accept any assistance or engage in any activity that would result in any university, governmental body, research institute or other person, entity, or organization acquiring any rights of any nature in the results of work performed by or for the Company.

1.5 Outside Services. Consultant shall not use the service of any other person, entity, or organization in the performance of Consultant's duties without the prior written consent of an officer of the Company. Should the Company consent to the use by Consultant of the services of any other person, entity, or organization, no information regarding the services to be performed under this Agreement shall be disclosed to that person, entity, or organization until such person, entity, or organization has executed an agreement to protect the confidentiality of the Company's Confidential Information (as defined in Article 5) and the Company's absolute and complete ownership of all right, title, and interest in the work performed under this Agreement.

1.6 Reports. Consultant shall periodically provide the Company with written reports of his or her observations and conclusions regarding the consulting services. Upon the termination of this Agreement, Consultant shall, upon the request of Company, prepare a final report of Consultant's activities.

ARTICLE 2 INDEPENDENT CONTRACTOR

2.1 Independent Contractor. Consultant is an independent contractor and is not an employee, partner, or co-venture of, or in any other service relationship with, the Company. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. Consultant is not authorized to speak for, represent, or obligate the Company in any manner without the prior express written authorization from an officer of the Company.

2.2 Taxes. Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees.

2.3 Benefits. Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the Company. No workers' compensation insurance shall be obtained by Company covering Consultant or Consultant's employees.

ARTICLE 3 COMPENSATION FOR CONSULTING SERVICES

3.1 Compensation. The Company shall pay to Consultant USD\$ 75 Dollars per hour for services rendered to the Company under this Agreement. The monthly compensation shall be paid on the first of the month following the month the services were provided. The monthly compensation shall be paid regardless of the number of consulting hours provided by Consultant in a particular month



3.2 Reimbursement. The Company agrees to reimburse Consultant for all actual reasonable and necessary expenditures, which are directly related to the consulting services. These expenditures include, but are not limited to, expenses related to travel (i.e., airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.), telephone calls, and postal expenditures. Expenses incurred by Consultant will be reimbursed by the Company within 15 days of Consultant's proper written request for reimbursement.

ARTICLE 4 TERM AND TERMINATION

4.1 Term. This Agreement shall be effective as of January 20, 2015, and shall continue in full force and effect for 12 consecutive months. The Company and Consultant may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

4.2 Termination. The Company may terminate this Agreement for "Cause," after giving Consultant written notice of the reason. Cause means: (1) Consultant has breached the provisions of Article 5 or 7 of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 30 days following receipt of a notice from the Company; (2) Consultant has committed fraud, misappropriation, or embezzlement in connection with the Company's business; (3) Consultant's use of narcotics, liquor, or illicit drugs has a detrimental effect on the performance of his or her employment responsibilities, as determined by the Company.

4.3 Responsibility upon Termination. Any equipment provided by the Company to the Consultant in connection with or furtherance of Consultant's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the Company.

4.4 Survival. The provisions of Articles 5, 6, 7, and 8 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

ARTICLE 5 CONFIDENTIAL INFORMATION

5.1 Obligation of Confidentiality. In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Company. Consultant agrees that Consultant will not and Consultant's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the Company, or disclose such Confidential Information without the written authorization of the COO of the Company, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

5.2 Definition. "Confidential Information" means information not generally known and proprietary to the Company or to a third party for whom the Company is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Company, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Company, any confidential secret development or research work of the Company, or any other confidential information or proprietary aspects of the business of the Company. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the Company as being Confidential Information, shall be presumed to be Confidential Information.

5.3 Property of the Company. Consultant agrees that all plans, manuals, and specific materials developed by the Consultant on behalf of the Company in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Company. Promptly upon the expiration or termination of this Agreement, or upon the request of the Company, Consultant shall return to the Company all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof.

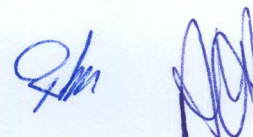
ARTICLE 6 RIGHTS AND DATA

All drawings, models, designs, formulas, methods, documents, and tangible items prepared for and submitted to the Company by Consultant in connection with the services rendered under this Agreement shall belong exclusively to the Company and shall be deemed to be works made for hire (the "Deliverable Items"). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Consultant hereby assigns to the Company the ownership of copyright or mask work in the Deliverable Items, and the Company shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Consultant agrees to give the Company or its designees all assistance reasonably required to perfect such rights.

ARTICLE 7 CONFLICT OF INTEREST, AND NON-SOLICITATION

7.1 Conflict of Interest. Consultant covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor of the Company during the duration of this Agreement unless express written authorization to do so is given by the Company's President. A direct competitor of the Company for purposes of this Agreement is defined as any individual, partnership, corporation, and/or other business entity that engages in the business of Distribution of Energy and Water.

7.2 Non-Solicitation. Consultant covenants and agrees that during the term of this Agreement, Consultant will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising, or any other basis, other than on behalf of the Company any employee or independent contractor employed by the Company while Consultant is performing services for the Company.



**ARTICLE 8
RIGHT TO INJUNCTIVE RELIEF**

Consultant acknowledges that the terms of Articles 5, 6, and 7 of this Agreement are reasonably necessary to protect the legitimate interests of the Company, are reasonable in scope and duration, and are not unduly restrictive. Consultant further acknowledges that a breach of any of the terms of Articles 5, 6, or 7 of this Agreement will render irreparable harm to the Company, and that a remedy at law for breach of the Agreement is inadequate, and that the Company shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Consultant acknowledges that an award of damages to the Company does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

**ARTICLE 9
GENERAL PROVISIONS**

9.1 Construction of Terms. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

9.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Country St. Maarten

9.3 Complete Agreement. This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

9.4 Dispute Resolution. If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under the Laws of the Country St. Maarten, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

9.5 Modification. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

9.6 Waiver of Breach. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

9.7 Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the Company without Consultant's consent in the event the Company is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

9.8 No Conflict. Consultant warrants that Consultant has not previously assumed any obligations inconsistent with those undertaken by Consultant under this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

[NV GEBE]

[ST. MAARTEN SERVICE PROVIDER]

By : Mr. Romelio Maduro COO GEBE

By: Alfred Harley Media and Public Relations Representative

Its: [Signature] 29/11/2015

Its: [Signature] 1/29/2015

SXM Service Provider

alfredharley@gmail.com, cell: +721-559-0211, Fort Willem #26, St. Maarten

MARKETING SERVICES AGREEMENT

This Marketing Services Agreement (this "Agreement") is hereby made and entered into on this 01 day of July 2015 (the "Effective Date") by and between **NV GEBE** ("Client") and **SXM Service Provider** ("Services Provider").

RECITALS

WHEREAS, Client is engaged in the business of Energy Management and Production for the Country of St. Maarten;

WHEREAS, Service Provider is engaged in the business of advising, directing, and managing business methods and systems for marketing, promotion, and sales for companies and organizations; and

WHEREAS, Client wishes to obtain the services of Service Provider for the purpose of marketing and brand management and development.

WHEREAS, Client will provide an opportunity for Service Provider to get feedback and follow-up and be brought up to date on any and all marketing related activities planned or being executed to ensure that the Service Provider can transition smoothly into the role once its predecessor's service ends. It is understood that while this understanding exists for the time being, this contract becomes fully executable in its entirety on July 1, 2015, and will run for two uninterrupted years thereafter.

NOW, THEREFORE, in consideration of the promises and mutual obligations contained herein, and intending to be legally bound, the parties hereto agree as follows:

MARKETING SERVICES

A.

1. Service Provider shall consult with and assist Client in the execution of its branding strategy for the purpose of successfully differentiating Client's products and services. Service Provider shall provide the services ("Marketing Services") more particularly set forth in Appendix "1" attached hereto.
2. The foregoing services shall be performed in accordance with milestones established by Client, shall be consistent with the documented discussions Client and Service Provider have had to date, and shall be subject to such performance measures for each stage of performance as the parties shall identify prior to commencement of each stage of Marketing Services.
3. Service Provider will perform the Services in a timely and professional manner, consistent with industry standards, at a location, place, and time that Service Provider deems appropriate, and in accordance with this Agreement. The manner and means that Service Provider chooses to perform the Services shall be within Service Provider's sole discretion and control.

B.

1. Service Provider, in consultation with Client, will determine the method, details, and manner of performing the work to be carried out for Client. In addition, Client shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Service Provider to ensure satisfactory performance.
2. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of the marketing services. Modifications to the scope of the Marketing Services by Client resulting in additional services to be rendered by Service Provider shall be compensated accordingly. Modifications to the scope of

OWNERSHIP RIGHTS; PROPRIETARY INFORMATION; PUBLICITY.

C.

1. Client shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights and all other rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Service Provider in connection with Services or any Proprietary Information (as defined below) (collectively, "Inventions") and Service Provider will promptly disclose and provide all Inventions to Client.
2. All Inventions are works made for hire to the extent allowed by law. In addition, if any Invention does not qualify as a work made for hire, Service Provider hereby makes all assignments necessary to accomplish the foregoing ownership. Service Provider shall further assist Client, at Client's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Service Provider hereby irrevocably designates and appoints Client and its agents as attorneys to act for and in Service Provider's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Service Provider.

D.

1. Service Provider agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) Service Provider develops, learns or obtains in connection with Services or that are received by or for Client in confidence, constitute "Proprietary Information." Service Provider will hold in confidence and not disclose or, except in performing the Services, use any Proprietary Information.
2. However, Service Provider shall not be obligated under this paragraph with respect to information Service Provider can document is or becomes readily publicly available without restriction through no fault of Service Provider. Upon termination and as otherwise requested by Client, Service Provider will promptly return to Client all items and copies containing or embodying Proprietary Information, except that Service Provider may keep its personal copies of its compensation records and this Agreement.
3. Service Provider also recognizes and agrees that Service Provider has no expectation of privacy with respect to Client's telecommunications, networking or information processing systems (including, without limitation, stored computer files, e-mail messages



and voice messages) and that Service Provider's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice. Service Provider further agrees that any property situated on the Client's premises and owned, leased or otherwise possessed by the Client, including computers, computer files, email, voicemail, storage media, filing cabinets or other work areas, is subject to inspection by Client personnel at any time with or without notice.

4. If any part of the Services or Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed or otherwise exploited without using or violating technology or intellectual property rights owned or licensed by Service Provider and not assigned hereunder, Service Provider hereby grants Client and its successors a perpetual, irrevocable, worldwide royalty-free, nonexclusive, sub licensable right and license to exploit and exercise all such technology and intellectual property rights in support of Client's exercise or exploitation of the Services, Inventions, other work performed hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

WARRANTY

E.

1. Service Provider warrants that Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Service Provider may have to others
2. All work under this Agreement shall be Service Provider's original work and none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Service Provider.
3. Service Provider has the full right to provide the Client with the assignments and rights provided for herein;
4. Service Provider shall comply with all applicable laws and Client safety rules in the course of performing the Services and (v) if Service Provider's work requires a license, Service Provider has obtained that license and the license is in full force and effect.

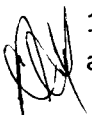
F.

TERMINATION

1. If either party materially breaches a material provision of this Agreement, the other party may terminate this Agreement upon five (5) days written notice unless the breach is cured within the notice period. Client also may terminate this Agreement at any time, with or without cause, upon five (5) days' notice, but, if (and only if) without cause, Client shall upon termination pay Service Provider all unpaid and undisputed amounts due for Services completed prior to notice of termination, including all payments based on the terms of agreement for the agreed life of the contract.

G. Relationship of the Parties.

1. Notwithstanding any provision hereof, for all purposes of this Agreement, each party shall be and act as an independent contractor and not a partner, joint venture, or agent of the other and shall



not bind nor attempt to bind the other to any contract. Service Provider is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensation insurance. Service Provider agrees to indemnify, defend and save Client harmless from any and all claims and threatened claims by any third party, including employees of either party, arising out of, under or in connection with:

2. The death or bodily injury of any third party, including any agent, employee, customer, business invitee or business visitor of Client but only to the extent caused or contributed to by Service Provider, or the damage, loss or destruction of any tangible personal or real property but only to the extent caused or contributed to by the Service Provider;

H. Assignment.

1. This Agreement and the services contemplated hereunder are personal to Service Provider and Service Provider shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written consent of Client. Any attempt to do so shall be void.

2. All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, sent by confirmed telecopy or other electronic means, or three (3) days after being sent by prepaid certified or registered mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice.

8. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of Country St. Maarten, without regard to the conflicts of laws and provisions thereof. Any legal action or proceeding relating to this Agreement shall be brought exclusively to relevant courts and each party consents to the jurisdiction thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. The Client is entitled to injunctive relief with respect thereto (without the necessity of posting any bond) in addition to any other remedies. This Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter described herein.

Services & Fees

Services: The Service Provider will be responsible for improving the Client's image and give greater exposure to its products and services, while making the image, services and products more attractive, effective, and customer friendly. Service Provider will advise on branding and lead where necessary, any and all teams in branding related projects, shall promote, and inform on projects being developed and new services being offered by Client, shall market Clients business to maximize reach.

Fees: It shall be the agreement that Service Provider will, charge an hourly rate of USD\$38.50 for no more than 160 hours monthly and that any excess hours accumulated, including weekend activities



and travel will be billed at USD\$75 per hour for the purpose of executing services relating to this contract, payable on or before the first day of each month. Any and all additional fees which Service Provider considers as expense related to the executing of the task of marketing Clients Company, will be for Clients expense and should be made payable no more than ten (10) days after the closing of the month in which the expenses were incurred.

Term: This contract shall have an initial term of two (2) years and be granted a renewal or extension of contract for three (3) years as first rights of refusal, with consideration to revised fees for services rendered, as it is intended that the first two years form the basis of the marketing strategy Service Provider will follow for the next three years. The renewal of the contract shall be formally executed through written agreement, and shall be considered approved if Client does not provide written notice of termination of this contract one month prior to the agreed expiration date of this contract.

If payment is not made within 14 days of having access to the Marketing document, the Client shall pay the Service Provider an additional 10% project value/or retainer whichever is highest after each of the subsequent 7 day periods that full payment is not made.

Service Provider Materials:

The Client grants inclusive access and rights for the Service Provider to use any non-sensitive information, branding, testimonials and other business materials as marketing materials for the Service Provider's future endeavors. Materials will in no way be used to harm or negatively portray the Client; used strictly for Service Provider's own marketing and promotional purposes

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

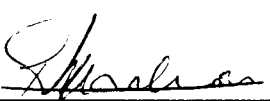
[NV GEBE]

[SXM SERVICE PROVIDER]

By: Mr. Romelio Maduro COO GEBE

By: Alfred Harley Media Public Relations and

Marketing Representative

Sign: 

Sign: 

Its: 26 / 03 / 2015

Its: 26 / 03 / 2015